

1 Wendy M. Krincek, Esq.
2 Nevada Bar No. 6417
3 Amy L. Thompson, Esq.
4 Nevada Bar No. 11907
5 LITTLER MENDELSON, P.C.
6 3960 Howard Hughes Parkway
7 Suite 300
8 Las Vegas, Nevada 89169-5937
9 Telephone: 702.862.8800
10 Fax No.: 702.862.8811
11 wkrincek@littler.com
12 athompson@littler.com

13 Attorneys for Defendant
14 AMAZON.COM SERVICES LLC

15 UNITED STATES DISTRICT COURT
16 DISTRICT OF NEVADA

17 KATIE G. CHAPMAN-PINTO,

18 Plaintiff,

19 v.

20 AMAZON.COM SERVICES LLC, a Delaware
21 Limited Liability Company,

22 Defendant.

23 Case No. 2:23-cv-01458-APG-NJK

24 **JOINT PRETRIAL ORDER – REVISED
25 PER ECF NO. 41**

26 After pretrial proceedings in this case,

27 IT IS ORDERED:

28

I.

NATURE OF ACTION AND RELIEF SOUGHT

This is an action for civil damages brought by Plaintiff Katie Chapman-Pinto (“Chapman-Pinto” or “Plaintiff”) against Defendant Amazon.com Services LLC (“Amazon” or “Defendant”) for Family Medical Leave Act (“FMLA”) interference, and discrimination and retaliation in violation of the Americans with Disabilities Act (“ADA”).

Pursuant to this Court’s Order Granting Defendant’s Partial Motion to Dismiss, Plaintiff’s retaliation claim was dismissed. [ECF No. 29]. Pursuant to this Court’s Order Granting in Part Amazon’s Motion for Summary Judgment, summary judgment was granted in favor of Defendant as to Plaintiff’s ADA discrimination claim, but was denied as to Plaintiff’s FMLA interference claim. [ECF No.35]. Therefore, the only claim proceeding to trial is Plaintiff’s claim for FMLA interference. *See id.*

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CONTENTION OF THE PARTIES

PLAINTIFF'S CONTENTIONS

On November 25, 2022 Plaintiff was granted a leave of absence under the FMLA effective from November 25, 2022 to January 8, 2023 and Amazon's Short-Term Disability pay from December 2, 2022 to January 8, 2023 for extreme anxiety disorder due to the extreme stress which included panic symptoms of increased heart rate, nausea/vomiting and derealization. Other symptoms included decreased concentration, poor focus with problems completing tasks and significant fatigue at times.

Plaintiff planned to spend her leave of absence under the FMLA in her hometown of San Luis Obispo, California where her family could support her throughout her recovery process. Since Chapman-Pinto was not going to need any of her work equipment during her stay in San Luis Obispo, she went to the sort center (VGT5) in Las Vegas on December 2, 2022 to drop off her work equipment, i.e., her laptop and radio. Chapman-Pinto could have kept her work equipment with her during the duration of her FMLA leave but thought returning the equipment was the right thing to do, especially since it was “peak season” at Amazon and she thought someone could use her laptop and radio at the facility.

1 Chapman-Pinto meant to leave her badge with Marco Awadalla (Chapman-Pinto also intended
2 to leave her work equipment with Awadalla), her past supervisor at Amazon and a trusted friend, so
3 she would not misplace or forget it during her FMLA Leave, but Awadalla wasn't around. She was
4 told to leave the badge with someone on the HR team.

5 After leaving her work equipment on her direct manager's desk, Plaintiff approached the HR
6 hub and asked for an HR representative to walk her out of the building. Associate Partner, Crystal
7 Schmalz, volunteered. As they walked to the exit, she asked Chapman-Pinto how she was feeling and
8 told her to reach out to Schmalz if she needed anything.

9 At no time did Plaintiff ever tell Schmalz that she was resigning during their brief conversation
10 which was confirmed by Schmalz.

11 Finally after badging out through Amazon's lenel system, Plaintiff handed Schmalz her badge
12 through the security window.

13 Thereafter on December 18, 2022, Chapman-Pinto was in complete shock to receive an email
14 along with an undated letter from Amazon saying that she had voluntarily terminated her employment
15 with Amazon on December 17, 2022. Prior to this email and letter no one had reached out to Plaintiff
16 to ask her if in fact she was resigning her employment with Amazon.

17 Plaintiff immediately emailed Human Resources Partner Jenny Contreras saying she received
18 a notice of voluntary termination today and was confused as to why she received the notice as
19 Chapman-Pinto had not submitted her resignation but was simply on a leave of absence until January
20 8, 2023. Finally Plaintiff asked Contreras to please correct what she thought was a big mistake.

21 The next day Contreras emailed Chapman-Pinto back saying it was *not* a mistake and that HR
22 processed her voluntary resignation on 12/2/2022 (even though Plaintiff was not informed about it
23 until December 18, 2022) based on Plaintiff informing Schmalz that she was resigning effective
24 12/2/2022 (which she did not).

25 Finally Chapman-Pinto reached out to the Employee Relations Center (ERC) about
26 reinstatement but was notified by email on December 23, 2022 from Sravanthi M of ERC that the
27 reinstatement was not approved but Plaintiff was eligible for rehire.

1 The evidence at trial will show that Chapman-Pinto didn't resign and had *no* intentions of
2 resigning (ie. among other things, Plaintiff didn't comply with any of the voluntary resignation
3 requirements set forth in a checklist issued by Amazon).

4 Besides never telling Schmalz she was resigning, Plaintiff never put the alleged resignation in
5 writing addressed to her manager including the reason for resigning and the effective date, never gave
6 two week notice, never discussed the decision to resign with her manager and created a plan to
7 transition her work, never reviewed and updated her contact information internally, never submitted
8 her expenses five days before her last day, never canceled her corporate credit card, corporate debit
9 card or health insurance card, never granted her manager access to her work WorkDocs files and other
10 project documents and finally never updated her ADP account.

11 Further it makes *no* sense that Plaintiff would resign her position on December 2, 2022 after
12 being approved for FMLA from November 25, 2022 to January 8, 2023 and Short-Term Disability
13 pay from December 2, 2022 to January 8, 2023.

14 Thus the evidence at trial will show that Amazon is just using the argument that Chapman-
15 Pinto resigned as a reason to interfere with reinstating her after her FMLA leave of absence ended as
16 they were required to do under the law.

17 **DEFENDANT'S CONTENTIONS**

18 Amazon denies Plaintiff's allegations in their entirety and denies Plaintiff's version of the
19 facts. Specifically, Amazon denies that it interfered with Plaintiff's FMLA in any way because it
20 granted her leave under the FMLA and Plaintiff voluntarily resigned her employment on her own
21 accord prior to seeking reinstatement from leave. Amazon did not interfere with Plaintiff's FMLA
22 leave by processing her separation which was triggered solely by her unequivocal notice of
23 resignation. This fact is supported by multiple witness accounts and other documentary evidence.
24 Further, once Plaintiff resigned and Amazon accepted her resignation, she no longer had rights under
25 the FMLA. The law does not require Amazon to allow Plaintiff to rescind her resignation after the
26 fact. Plaintiff was invited to re-apply after she later attempted to walk back her voluntary resignation
27 and she unilaterally chose not to do so.

II.

STATEMENT OF JURISDICTION

Jurisdiction over Plaintiff's remaining claim is proper pursuant to 28 U.S.C. §1331 and 29 U.S.C. § 2617(a)(2) because it is a claim arising under federal law and Plaintiff seeks to recover damages under federal statutes.

III.

**THE FOLLOWING FACTS ARE ADMITTED BY THE PARTIES AND REQUIRE NO
PROOF**

The parties have agreed to the following stipulated facts:

1. Plaintiff was hired by Amazon beginning in July 2021 and worked as an operations manager for Amazon at its Las Vegas sorting facility – “VGT5.” While Plaintiff was assigned to the VGT5 facility, she also provided support on short-term assignments at facilities in Tucson, Las Vegas, Minneapolis, Atlanta, and Mexico City.

2. Plaintiff applied for a transfer to the “MCI9” facility in Missouri. On November 4, 2022, Plaintiff received an offer to transfer to MCI9 but allowed the offer to expire on November 14, 2022, without accepting it because her boyfriend did not want to relocate to Kansas City.

3. On November 11, 2022, Plaintiff requested a continuous leave of absence under the FMLA from November 25, 2022 – January 8, 2023. The reason for her request was a diagnosed anxiety disorder with depression and derealization.

4. Disability and Leave Services (“DLS”) team processing her request for FMLA leave.

5. The DLS team is a centralized service that handles leave requests from Amazon employees. None of the DLS team members work at the VGT5 location.

6. The DLS team processes myriad different types of leave requests including, but not limited to, requests for FMLA and medical leave.

7. Amazon, through its DLS team, approved Plaintiff's leave under the FMLA on November 25, 2022 from November 25, 2022 through January 8, 2023.

8. On December 2, 2022, while still on leave, Plaintiff went to VGT5 and spoke with HR

Associate Partner Crystal Schmalz (“Schmalz”) at the HR desk. Plaintiff handed in her security badge and Amazon-issued equipment, such as her Amazon laptop radio, and vest.

9. Plaintiff's termination was formally processed on December 16, 2022, and the termination notice was created and sent to Plaintiff, stating Plaintiff's voluntary termination date was officially December 17, 2022.

10. On December 19, 2022, Plaintiff called the Employee Resource Center (“ERC”) claiming the notice of voluntary termination was issued in error because she did not resign, and asked to be reinstated.

11. In response to Plaintiff's December 19, 2022, ERC inquiry, HR Partner Jenny Contreras communicated to Plaintiff directly and through the ERC that she could not be reinstated but was eligible to reapply to any job in which she was interested.

12. Plaintiff never applied for any new job with Amazon thereafter.

IV.

**THE FOLLOWING FACTS, THOUGH NOT ADMITTED, WILL NOT BE CONTESTED
AT TRIAL BY EVIDENCE TO THE CONTRARY**

1. None.

V.

**THE FOLLOWING ARE THE ISSUES OF FACT TO BE TRIED AND DETERMINED AT
TRIAL¹**

PLAINTIFF'S PROPOSED ISSUES OF FACT

1. Whether Plaintiff was approved for Short-Term Disability pay from December 2, 2022 to January 8, 2023.

2. Whether Plaintiff voluntarily resigned her employment while on FMLA leave, either on December 2, 2022 or at any other time.

3. Whether by leaving her work equipment or work badge at the VGT5 sort center in Las

¹ Pursuant to Local Rules 16-3 and 16-4, should the attorneys or parties be unable to agree on the statement of issues of fact, the joint pretrial order should include separate statements of issues of fact to be tried and determined upon trial.

1 Vegas on December 2, 2022 Plaintiff intended to resign.

2 4. Whether Chapman-Pinto ever told Crystal Schmalz or any other person at Amazon that
3 she was resigning.

4 5. Whether Plaintiff ever put it in writing that she was resigning either by addressing a
5 writing to her manager including the reason for resigning and the effective date, or otherwise.

6 6. Whether Chapman-Pinto ever gave two weeks notice that she was resigning.

7 7. Whether Plaintiff ever discussed the decision to resign with her manager and created a
8 plan to transition her work before allegedly resigning.

9 8. Whether Chapman-Pinto ever reviewed and updated her contact information internally
10 before allegedly resigning.

11 9. Whether Plaintiff ever submitted her expenses five days before allegedly resigning.

12 10. Whether Chapman-Pinto ever canceled her corporate credit card, corporate debit card
13 or health insurance card before allegedly resigning.

14 11. Whether Plaintiff ever granted her manager access to her work WorkDocs files or other
15 documents before allegedly resigning.

16 12. Whether Chapman-Pinto ever updated her ADP account before allegedly resigning.

17 13. Whether Plaintiff allegedly resigning on December 2, 2022 was consistent with being
18 approved for FMLA from November 25, 2022 to January 8, 2023 and short-term disability pay from
19 December 2, 2022 to January 8, 2023.

20 **DEFENDANT'S PROPOSED ISSUES OF FACT**

21 1. Whether Plaintiff voluntarily resigned her employment while on FMLA leave
22 December 2, 2022.

23 2. Whether by November 11, 2022, Plaintiff decided she no longer wanted to work at
24 VGT5 and had expressed to witnesses her intent of plans to resign including asking an Amazon human
25 resources associate how to resign.

26 3. Whether on November 16, 2022, Plaintiff submitted a notice terminating her apartment
27 lease early effective December 16, 2022, due to her self-described "voluntary employment change,"

reflecting her plan to resign her employment with Amazon.

4. Whether after December 2, 2022, Plaintiff immediately traveled to San Luis Obispo, California, and with her lease in Las Vegas ending early on December 16, 2022, she did not have a confirmed place to live in Las Vegas to return further reflecting she resigned her employment with Amazon.

5. Whether, on December 2, 2022, Plaintiff stated to Schmalz that she was quitting her job at Amazon.

6. Whether, on December 2, 2022, before leaving the Amazon facility, Plaintiff encountered her then-coworker Matthew Fine and told him it was her last day and that she was no longer working for Amazon.

7. Whether, on December 2, 2022, Plaintiff turned in her badge and equipment because she was resigning her employment with Amazon.

8. Whether Amazon's policy and practice is that employees who begin a leave of absence keep their badge and equipment with them, and do not turn them in for use by others because no one uses another employee's badge or equipment.

9. Whether Amazon's Voluntary Resignations and FAQ – US" document is a merely a guide and not a mandatory policy such that employees can and do verbally resign.

10. Whether anyone at Amazon involved in accepting and processing Plaintiff's resignation had knowledge of her medical condition or that she was on FMLA leave.

11. Whether Amazon's policy requires employees who resign to go through a new hiring process if they wish to be reinstated.

VI.

**THE FOLLOWING ARE THE ISSUES OF LAW TO BE TRIED AND DETERMINED AT
TRIAL²**

² Pursuant to Local Rules 16-3 and 16-4, should the attorneys or parties to be unable to agree on the statement of law, the joint pretrial order should include separate statements of issues of law to be tried and determined upon trial.

1 **PLAINTIFF'S ISSUES OF LAW**

2 1. Whether Amazon willfully terminated Plaintiff's employment while she was on FMLA
3 leave.

4 2. Whether Jenny Contreras' conduct showed willfulness when Chapman-Pinto contacted
5 Contreras by email after Plaintiff received an email and letter from Amazon Human Resources on
6 December 18, 2022 saying that she had voluntarily resigned and Contreras would not reverse the
7 decision when Chapman-Pinto told her she didn't resign.

8 3. Whether Amazon denied Plaintiff FMLA benefits to which she was entitled.

9 4. Whether Chapman-Pinto was damaged as a result of any interference with her FMLA
10 rights and if so what were those damages.

11 5. Whether Plaintiff took reasonable steps in mitigating any damages she suffered.

12 **DEFENDANT'S ISSUES OF LAW³**

13 1. Whether Amazon reasonably believed Plaintiff resigned her employment.

14 2. Whether Amazon denied Plaintiff FMLA benefits to which she was entitled.

15 3. Whether Amazon interfered with Plaintiff's rights under the FMLA when Plaintiff
16 voluntarily resigned her employment.

17 4. Whether there is an interference with Plaintiff's FMLA rights when Plaintiff would not
18 return to the position she held with Amazon when her FMLA leave commenced.

19 5. Whether Amazon interfered with Plaintiff's rights under the FMLA (*i.e.*, any right,
20 benefit or position to which the employee would have been entitled had the employee not taken the
21 leave) when (1) the alleged interference was that she was not returned to a different facility from the
22 one in which she worked, and (2) she had declined a previous offer to transfer facilities and did not
23 have a pending transfer request or transfer offer in place at the time of her request for reinstatement.

24 6. Whether Plaintiff was damaged as a result of any interference.

25

26 ³ The parties respectfully request that any failure to "unerringly distinguish" between issues of fact
27 and law due to the "vexing nature of the distinction between questions of fact and questions of law,"
be treated as corresponding questions of fact and questions of law. *Pullman-Standard v. Swint*, 456
U.S. 273, 288 (1982).

7. Whether Plaintiff failed to mitigate her damages.

VII.

(a) Exhibits

Pursuant to the Court's Order at ECF No. 41, the parties have conferred on proposed trial exhibits and have attached as Exhibit C hereto a chart reflecting stipulations and objections to exhibits in accordance with ECF No. 41 and LR 16-3(b)(8)(B).⁴

(1) Plaintiff's proposed exhibits⁵:

(b) Electronic Evidence:

Electronic evidence is addressed in the Section above. The parties reserve all rights to present or object to evidence in electronic form where applicable, including, but not limited to, audio and visual recordings.

(1) Plaintiff will offer the following depositions:

At this time, Plaintiff understands that the relevant deponents are available for trial, and therefore, their deposition testimony will not be required in their absence due to their unavailability. If a witness unexpectedly becomes unavailable before trial, then Defendant will be promptly notified, and with respect to such witness, specific pages and lines of their deposition testimony will be promptly designated, and any other objections or counter-designations will then be timely made in response.

(2) Defendants will offer the following depositions:

At this time, Defendant understands that the relevant deponents are available for trial, and therefore, their deposition testimony will not be required in their absence due to their unavailability. If a witness unexpectedly becomes unavailable before trial, then Plaintiff will be promptly notified, and with respect to such witness, specific pages and lines of their deposition testimony will be promptly designated, and any other objections or counter-designations will then be timely made in

⁴ The parties reserve the right and do not waive the right to assert additional objections at trial depending on the intended use of an exhibit.

⁵ Plaintiff has Exhibits number 1-500 and Defendants have Exhibit numbers 501-1000. Joint Exhibits start at 1001.

response.

(c) Objections to depositions:

The parties will file any objections within 14 days of the other party designating the exact deposition testimony to be offered for any unavailable witnesses. The parties further reserve the right to object to irrelevant or otherwise objectionable portions of any transcript of deposition testimony offered by a party at trial.

VIII.

THE FOLLOWING WITNESSES MAY BE CALLED BY THE PARTIES AT TRIAL:

(a) Provide names and addresses of Plaintiff's witnesses.

Please see **Exhibit A** to the Joint Pretrial Order. Plaintiff reserves the right to call impeachment witnesses and rebuttal witnesses as needed. Plaintiff reserves the right to call any person necessary to authenticate any of the possible exhibits listed herein.

(b) Provide names and addresses of Defendants' witnesses.

Please see **Exhibit B** to the Joint Pretrial Order. Defendant reserves the right to call impeachment witnesses and rebuttal witnesses as needed. Defendant reserves the right to call any person necessary to authenticate any of the possible exhibits listed herein.

(c) Objections to witnesses:

(1) Plaintiff's objections to witnesses:

1. Plaintiff reserves any objections to witnesses for motion in limine and/or trial.

(2) Defendant's objections to witnesses:

1. Defendants reserve any objections to witnesses for motion in limine and/or trial.

IX.

The attorneys or parties have met and jointly offer these trial dates, with the understanding that the Court may very well set the trial date at a later time given the challenges to scheduling jury trials.

August 12, 2025

August 19, 2025

August 26, 2025

It is expressly understood by the undersigned that the court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's calendar.

X.

It is estimated that the trial will take a total of 3-4 days.

APPROVED AS TO FORM AND CONTENT

/s/ Michael P. Balaban

MICHAEL P. BALABAN, ESQ.
LAW OFFICES OF MICHAEL P.
BALABAN

Attorneys for Plaintiff
KATIE G. CHAPMAN-PINTO

/s/ Amy L. Thompson

WENDY M. KRINCEK, ESQ.
AMY L. THOMPSON, ESQ.
LITTLER MENDELSON, P.C.

Attorneys for Defendant
AMAZON.COM SERVICES LLC

XI.

ACTION BY THE COURT

This case is set for jury trial on the stacked calendar on September 22, 2025 at 9:00 a.m.
Calendar call will be held on September 16, 2025 at 9:00 a.m. all in Courtroom 6C.

This pretrial order has been approved by the parties to this action as evidenced by their signatures or the signatures of their attorneys hereon, and the order is hereby entered and will govern the trial of this case. This order may not be amended except by court order and based upon the parties' agreement or to prevent manifest injustice.

IT IS SO ORDERED:

Dated: March 27, 2025

ANDREW P. GORDON
CHIEF UNITED STATES DISTRICT JUDGE

EXHIBIT INDEX

Exhibit A - Plaintiff's List of Witnesses

Exhibit B - Defendant's List of Witnesses

Exhibit C - Chart of Parties' Exhibits for JPTO

EXHIBIT A

Plaintiff's List of Witnesses

EXHIBIT A

EXHIBIT A

Plaintiff's List of Witnesses

1. Katie Chapman-Pinto
c/o Michael Balaban, Esq.
Law Offices of Michael P. Balaban
10726 Del Rudini Street
Las Vegas, NV 89141
(702) 586-3023
2. Jenny Contreras
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
3. Sam Phanthanousy
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
4. Mikenna Webster
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
5. Matthew Fine
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300

Las Vegas, NV 89169
(702) 862-8800

6. Gina Mott
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq. Littler
Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

7. Savannah Fussell
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq. Littler
Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

8. Crystal Schmalz

REDACTED

9. Marco Awadalla
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq. Littler
Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

10. Jonathan Bradley
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq. Littler
Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300

Las Vegas, NV 89169
(702) 862-8800

11. Sabrenia Palmer
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
12. Jacqueline Palomares
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
13. Noah Hickey
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
14. Alexander Cooper
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800
15. Chad Whetman
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.

3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

16. Eric Hixon
Pacific Psychiatry
1304 Ella Street
Suite B
San Luis Obispo, CA 93401
(805) 541-6000
17. Margaret Bauman, MD
The Bauman Clinic
1368 Marsh Street
San Luis Obispo, CA 93401
(805) 540-7060
18. Any necessary rebuttal or impeachment witnesses
19. Any witnesses identified by Defendant

EXHIBIT B

Defendant's List of Witnesses

EXHIBIT B

EXHIBIT B

Defendant's List of Witnesses

1. Katie Chapman-Pinto
c/o Michael Balaban, Esq.
Law Offices of Michael P. Balaban
10726 Del Rudini Street
Las Vegas, NV 89141
(702) 586-3023

2. Jenny Contreras
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

3. Sam Phanthanousy
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

4. Mikenna Webster
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

5. Matthew Fine
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

6. Gina Mott
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

7. Savanah Fussell
c/o Wendy M. Krincek, Esq.
Amy L. Thompson, Esq.
Littler Mendelson P.C.
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
(702) 862-8800

8. Crystal Schmalz

REDACTED

9. Eric Hixon
Pacific Psychiatry
1304 Ella Street
Suite B
San Luis Obispo, CA 93401
(805) 541-6000

10. Margaret Bauman, MD
The Bauman Clinic
1368 Marsh Street
San Luis Obispo, CA 93401
(805) 540-7060

11. Any necessary rebuttal or impeachment witnesses
12. Any witnesses identified by Plaintiff

EXHIBIT C

Chart of Parties' Exhibits for JPTO

EXHIBIT C

Exhibit No.	Description	Bates Reference	Objection
Joint Exhibits			
1001	Letter regarding Plaintiff's voluntary resignation	Amazon0000118-123	Stipulated Jt. Exhibit
1002	Plaintiff's Offer Letter	Amazon0000130-33	Stipulated Jt. Exhibit
1003	Email correspondence produced by Plaintiff	Chapman-Pinto 103-104	Stipulated Jt. Exhibit
1004	Plaintiff's 2023 W-2	Chapman-Pinto 105	Stipulated Jt. Exhibit
1005	Plaintiff's 2021 W-2	Chapman-Pinto 058-059	Stipulated Jt. Exhibit
Plaintiff's Exhibits			
1	Amazon's Confidentiality, Noncompetition, and Invention Assignment Agreement	CHAPMAN-PINTO 005-013	FRE 402 and 403
2	Chapman-Pinto's Emails re Taking FMLA Leaves	CHAPMAN-PINTO 014-017	FRE 402 and 403
3	Physician Statement (Signed)	CHAPMAN-PINTO 18-19	No objection
4	Bauman Clinic Consent to Release Information	CHAPMAN-PINTO 020	No objection
5	Various Emails Between Bauman Clinic and Plaintiff	CHAPMAN-PINTO 021-023	FRE 402 and 403
6	Various Emails between Amazon Disability and Leave Services and Plaintiff	CHAPMAN-PINTO 024-025	FRE 402 and 403
7	Letter and Blank Physician Statement sent by Amazon	CHAPMAN-PINTO 026-027	No objection
8	Letter from Amazon Disability and Leave Services to Plaintiff approving Chapman-Pinto's Leave of Absence	CHAPMAN 028-029	No objection
9	Email Chain Between Plaintiff and Jenny Contreras Regarding Chapman-Pinto being Notified of Termination	CHAPMAN-PINTO 036-039	FRE 402 and 403
10	Email Chain Between Plaintiff and Amazon ERC re Employee Exit	CHAPMAN-PINTO 041-42	FRE 402 and 403
11	Amazon's Voluntary Resignations FAQ-US	CHAPMAN-PINTO 043	FRE 402 and 403

Exhibit No.	Description	Bates Reference	Objection
12	Signed Offer Letter for Semmes & Co. Builders	CHAPMAN-PINTO 056-057	No objection
13	Job Searches of Chapman-Pinto	CHAPMAN-PINTO 072-75, 93-96, 126-140, 152-156, 161-189, 198-219, 221-235, 239-271, 285-290, 295-320, 329-333, 343-396, 404-411, 425-490, 493-620, 623-674	FRE 402/403/801/802
14	401K Documents	CHAPMAN-PINTO 097-102	FRE 402/403
15	Employee Repayment Obligation and Related Documents	CHAPMAN-PINTO 106-113, 119-120, 125	FRE 402/403
16	Resumes of Chapman-Pinto	CHAPMAN-PINTO 220, 291-294	FRE 402/403
17	Investment Properties Correspondence	CHAPMAN-PINTO 412-424	No objection
18	Defendant's Response to Plaintiff's First Set of Interrogatories		FRE 402/403
19	Defendant's Response to Plaintiff's First Set of Requests for Admission		FRE 402/403
Defendant's Exhibits			
501	Documents related to Plaintiff's leave of absence	Amazon0000009-41, 43-92.	FRE 402/403/801/802
502	Call recording between Plaintiff and Amazon regarding Plaintiff's contesting of resignation	Amazon0000093	No Objection
503	Text messages regarding Plaintiff's resignation	Amazon0000115-117	No Objection
504	Amazon's "Your Amazon Access/ID Badge and Visitors" Policy	Amazon0000124	No Objection
505	Amazon's "Policies and Procedures Acknowledgment Form – NAFC"	Amazon0000143	No Objection

Exhibit No.	Description	Bates Reference	Objection
506	Amazon letter to Plaintiff regarding offer for internal transfer	Amazon0000146-148.	FRE 402/403/801/802
507	Amazon Fulfillment Center and Sort Center Appeals Policy	Amazon0000179-0000180	No Objection
508	Plaintiff's Amazon profile page	Amazon0000182-0000185	FRE 402/403/801/802
509	Workforce Job Summary	Amazon0000186	FRE 402/403/801/802
510	Salesforce information regarding Plaintiff's employment	Amazon0000190-0000307	FRE 402/403/801/802
511	Ticket Summaries regarding Plaintiff's resignation and internal transfer offer	Amazon0000308-311, 319-320	FRE 402/403/801/802
512	Plaintiff's Earning Statements and W-2s	Amazon0000321-0000342	No objection
513	Plaintiff's relevant leave of absence documents	Amazon0000347-0000357	FRE 402/403/801/802
514	Amazon's Owner's Manual and Guide to Employment	Amazon0000367-0000396	No objection
515	Plaintiff's 2022 W-2 and Earnings Summary	Amazon0000433-434	No objection
516	EEOC FOIA response documents	Amazon0000435-464	FRE 402/403/801/802
517	Declaration of Matthew Fine	Amazon0000509-510	FRE 402/403/801/802
518	Documents received in response to Defendant's Subpoena duces tecum to Centennial at 5th	Centennial0000001-0000052	FRE 402/403/801/802
519	Documents received in response to Amazon's subpoena duces tecum to Pacific Psychiatry	Pacific-Psychiatry0000001-0000052	No objection
520	Documents received in response to Amazon's subpoena duces tecum to the Bauman Clinic	The Bauman Clinic0000001-00000103	No objection
521	Plaintiff's categorical damages computation	Chapman-Pinto 060	No objection
522	Plaintiff's timeline of relevant events	Chapman-Pinto 061-064	No objection
523	2021-2022 Benefits Confirmation Statement	Chapman-Pinto 100-102	No objection
524	Plaintiff's Answers to Amazon's Interrogatories		FRE 402/403